# ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved OMB No. 0704-0187 Expires Jun 30, 1997 PAGE 1 OF

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

### PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6. 3. DATE OF ORDER 1. CONTRACT/PURCH ORDER NO. 2. DELIVERY ORDER NO. 4. REQUISITION/PURCH REQUEST NO. 5. PRIORITY (YYMMMDD) SPM405-05-M-0037 0010748340 2004 OCT 12 DOA1 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than 6) CODE SP0400 S0513A 8. DELIVERY FOB Defense Supply Center Richmond ATTN: DSCR Procurement DCMA SANTA ANA 34 CIVIC CENTER PLAZA DEST 8000 Jefferson Davis Highway ROOM 5001 Richmond, Virginia 23297-SANTA ANA CA 92701-4056 OTHER Local Administrator: PAROFA6 (804)279-6639 / FAX: (804)279-1679 E-mail: mandy.lambert@dla.mil (See Schedule if other) CRITICALITY: C 1. MARK IF BUSINESS 9. CONTRACTOR CODE FACILITY CODE 1FJ94 10. DELIVER TO FOB POINT BY(Date) (YYMMMDD) X 2004 NOV 26 SMALL 12. DISCOUNT TERMS TAMSHELL CORPORATION SMALL DISAD-VANTAGED NAME AND ADDRESS TAMSHELL MANUFACTURING CORPORATION NET 30 days WOMEN-OWNED 237 GLIDER CIRCLE 13. MAIL INVOICES TO CORONA CA 92880-2534 See Block 15 14. SHIP TO 15. PAYMENT WILL BE MADE BY CODE **SL4701** MARK ALL See Schedule - Do Not Ship to Address in Block 6 DFAS BVDP (SL4701) PACKAGES AND P.O. BOX 369031 PAPERS WITH COLUMBUS OH 43236-9031 CONTRACT OR ORDER NUMBER DELIVERY 16. This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract TYPE offer dated 2004 OCT 08, 11001 and furnish the following on terms specified herein. OF PURCHASE X ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW ORDEF MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME TYPED NAME AND TITLE NAME OF CONTRACTOR SIGNATURE DATE SIGNED (YYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE Other: BX:97X 4930 5CBX 001 2630 S33189 QUANTITY ORDERED/ 18. ITEM NO. 19. 21. UNIT UNIT PRICE SCHEDULE OF SUPPLIES/SERVICE AMOUNT ACCEPTED\* TOTAL: 24. UNITED STATES OF AMERICA PAROFA3 125.00 If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and entirely. 25. TOTAL 29. FRACTING/ORDERING DIFFERENCE 26. QUANTITY IN COLUMN 20 HAS BEEN 28. D.O. VOUCHER NO. 30. ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED INSPECTED RECEIVED INITIALS 33. AMOUNT VERIFIED CORRECT FOR 32. PAID BY PARTIAL FINAL 34. CHECK NUMBER SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE DATE 31. PAYMENT 36. I certify this account is correct and proper for payment. COMPLETE 35. BILL OF LADING NO. PARTIAL SIGNATURE AND TITLE OF CERTIFYING OFFICER DATE FINAL 37.RECEIVED AT | 38. RECEIVED BY (Print) 40.TOTAL CONTAINERS 41. S/R ACCOUNT NUMBER 42. S/R VOUCHER NO 39. DATE RECEIVED (YYMMMDD)

CONTINUATION SHEET	Order Number:	PAGE	OF	PAGES
	SPM405-05-M-0037		2	6

## I/A Origin:

Place of Inspection/Acceptance and shipping point are the same as block 9 of page 1.

Inspection office is the same as block 7 of page 1.

# Origin Inspection:

This order is administered by the administration office cited in block 7 of page 1 of this order.

Please contact this DCMA Office to obtain complete shipping instructions. Please mark your correspondence "BSM EMERGENCY ORDER - PLEASE EXPEDITE."

SECTION B

PR 0010748340 NSN 5365-01-280-6077

ITEM DESCRIPTION:

SPACER, SLEEVE BVR TECHNOLOGIES CO. CAGE 85374 P/N 278324

MARK IAW MIL-STD-130K, DATED 15 JAN 00. CONFIGURATION CONTROL APPLIES SEE CLAUSE 52.246-9G36 (SECTION I).

DSCR DOES NOT CURRENTLY HAVE AN APPROVED
TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN.
PLEASE DO NOT SUBMIT REQUEST TO DSCR-VABA.
BVR TECHNOLOGIES COMPANY (85374) P/N 278324

<u>ITEM PR PRLI QUANTITY UNIT UNIT PRICE AMOUNT</u>

0001 0010748340 0001 2 EA <u>\$62.50000</u> <u>\$125.00</u>

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN

PREP FOR DELIVERY

PKGING DATA - QUP 001: SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

For all shipments of packaged materiel to the government, which includes either depot (DLAdirect) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-

# CONTINUED ON NEXT PAGE

Order Number:

SPM405-05-M-0037

PAGE OF PAGES

### SECTION B

9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2004 NOV 26

PARCEL POST/FREIGHT ADDRESS:

W904TH XR W3YB HQ USA FORSCOM FCMF HOOD RESET BLDG 35040 NORTH AVE FORT HOOD TX 76544-5060 US

M/F: (TCN) W904TH42651496 XXXSHIP BY FASTEST TRACEABLE MEANS RDD 2 PROJ 9GO TP 1 SUP ADD W904TJ SIG A

FOR GOVERNMENT USE ONLY: IPD 02

DIC A3A DIST ADV FC 41

REMIT PAYMENT TO:

CONTINUED ON NEXT PAGE

6

### CONTINUATION SHEET

### SPM405-05-M-0037

SECTION B

B13F01 13-1A-9G NOTIFICATION OF REJECTION OF UNILATERAL AWARD (MAR 2001) DSCR

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DSCR contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances.
FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

### B47F01 0-47A-9G DSCR TRANSPORTATION NOTICE (JAN 2003)

If this is a DSCR administered award (see Block 7 of the DD Form 1155), you should contact the DSCR Transportation Office via FAX 804-279-5157 for shipping instructions, clearances, and freight addresses. For urgent requirements, you may call 804-279-4589. You must provide the weight, cube, number of pieces, and shipping location when you call or FAX.

52.211-9008 BAR CODING REQUIREMENTS FOR D11C01 DIRECT VENDOR DELIVERY (DVD) SHIPMENTS DD FORM 250/250C/COMMERCIAL PACKING LIST (FEB 2004)

### 52.211-9G73 PACKAGING AND MARKING (JUL 2002) REQUIREMENTS DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military
- (b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments

FMS shipments Hazardous material, as cited in the AID or in the Ouality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at:  $www.dscc.dla.mil/downloads/packaging/dlai4145\_3.pdf.$
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in In accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.
- (e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed

appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

### SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

E46C03 52.246-9004 PRODUCT VERIFICATION TESTING (JUN 1998) DLAD

52.246-9G16 INSPECTION AND ACCEPTANCE POINT E46F33 (FEB 1996) DSCR

Inspection point: [ ] Destination Acceptance point: [ ] Destination [x] Origin

[ ] Inspection and Acceptance will take place at:

Origin - First Shipment Only Destination - Subsequent Shipments

### SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

- (b) The permissible variation shall be limited to:
- 0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

### F11F06 11-19-9G DSCR NOTE TO CLAUSE 52.211-16 VARIATION IN QUANTITY (APR 1984)

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR

F46F01 46-6A-9G PAYMENT OFFICE DD FORM 250 DISTRIBUTION (AUG 1997) DSCR

F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.247-48 F.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR

F47F36 52.247-9G09 F.O.B. DESTINATION - CONTRACTOR TRANSSHIPMENT (MAR 1998) DSCR

### SECTION I

252.204-7003 T04B03 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

DEFENSE PRIORITY AND ALLOCATION 52.211-15 REQUIREMENT (SEP 1990) FAR

CONTINUED ON NEXT PAGE

### SPM405-05-M-0037

6 OF

6

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS
TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004) DFARS

I32F28 32-6A-9G DSCR NOTE TO CLAUSE 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

133A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004) FAR

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000) DEADS

I46F37 52.246-9G36 CONFIGURATION CONTROL (JUN 2003) DSCR

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DSCR will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

http://www.dscr.dla.mil/qap/qaps.htm

(a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/ revision specified unless a variation is processed and approved as provided for at (b) below.

- (b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
- (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
- $(3)\,$  Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
- (4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
- $\mbox{(5)}$  Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
- (6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX  ${\tt G.}$
- $\ensuremath{(7)}$  Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

I47B05 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) ALT III (MAR 2000) DFARS

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.dla.mil/j-3/j-336/icps.htm

# I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of '(DEVIAITON)' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

153A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR